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6 *Attorneys for Defendant*
Experian Information Solutions, Inc.

7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

9
10 PATRICIA MCCURRY,

Case No. 2:16-cv-00191-RFB-PAL

11 Plaintiff,

12 v.
13 **STIPULATED PROTECTIVE ORDER**

14 BANK OF AMERICA, N.A.; CHASE
15 BANK, USA, N.A.; OCWEN LOAN
SERVICING, LLC; SELECT PORTFOLIO
SERVICING, INC.; EQUIFAX
INFORMATION SERVICES, LLC; and
16 EXPERIAN INFORMATION SOLUTIONS,
INC.,

17 Defendants.

18 IT IS HEREBY STIPULATED by and between Plaintiff Patricia McCurry, Defendant
19 Experian Information Solutions, Inc. (“Experian”), Defendant Ocwen Loan Servicing, LLC
20 (“Ocwen”), and Defendant Select Portfolio Servicing, Inc. (“Select”), by and through their
21 respective attorneys of record, as follows:

22 WHEREAS, documents and information have been and may be sought, produced or
23 exhibited by and among the parties to this action relating to trade secrets, confidential research,
24 development, technology or other proprietary information belonging to the defendant, and/or
25 personal income, credit and other confidential information of Plaintiff.

26 THEREFORE, an Order of this Court protecting such confidential information shall be and
27 hereby is made by this Court on the following terms:

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1 1. This Order shall govern the use, handling and disclosure of all documents,
 2 testimony or information produced or given in this action which are designated to be subject to
 3 this Order in accordance with the terms hereof.

4 2. Any party or non-party producing or filing documents or other materials in this
 5 action may designate such materials and the information contained therein subject to this Order
 6 by typing or stamping on the front of the document, or on the portion(s) of the document for
 7 which confidential treatment is designated, "Confidential."

8 3. If a party or non-party producing documents in this action (a "Producing Party")
 9 believes in good faith that, despite the provisions of this Protective Order, there is a substantial
 10 risk of identifiable harm to the Producing Party if particular documents it designates as
 11 "Confidential" are disclosed to all other Parties or non-parties to this action, the Producing Party
 12 may designate those particular documents as "Confidential—Attorneys' Eyes Only."

13 4. To the extent any motions, briefs, pleadings, deposition transcripts, or other
 14 papers to be filed with the Court incorporate documents or information subject to this Order, the
 15 party filing such papers shall designate such materials, or portions thereof, as "Confidential," or
 16 "Confidential—Attorneys' Eyes Only" and shall file them with the clerk under seal; provided,
 17 however, that a copy of such filing having the confidential information deleted therefrom may be
 18 made part of the public record. Any party filing any document under seal must comply with the
 19 requirements of LR IA 10-5.

20 5. All documents, transcripts, or other materials subject to this Order, and all
 21 information derived therefrom (including, but not limited to, all testimony given in a deposition,
 22 declaration or otherwise, that refers, reflects or otherwise discusses any information designated
 23 "Confidential" or "Confidential—Attorneys' Eyes Only" hereunder), shall not be used, directly
 24 or indirectly, by any person, including the other defendants, for any business, commercial or
 25 competitive purposes or for any purpose whatsoever other than solely for the preparation and
 26 trial of this action in accordance with the provisions of this Order.

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1 6. Except with the prior written consent of the individual or entity designating a
 2 document or portions of a document as “Confidential,” or pursuant to prior Order after notice,
 3 any document, transcript or pleading given “Confidential” treatment under this Order, and any
 4 information contained in, or derived from any such materials (including but not limited to, all
 5 deposition testimony that refers to, reflects or otherwise discusses any information designated
 6 “Confidential” hereunder) may not be disclosed other than in accordance with this Order and
 7 may not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this
 8 litigation; (c) counsel for the parties, whether retained outside counsel or in-house counsel and
 9 employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact
 10 witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need
 11 to know such information; (e) present or former employees of the Producing Party in connection
 12 with their depositions in this action (provided that no former employees shall be shown
 13 documents prepared after the date of his or her departure); and (f) experts specifically retained as
 14 consultants or expert witnesses in connection with this litigation.

15 7. Except with the prior written consent of the individual or entity designating a
 16 document or portions of a document as “Confidential—Attorneys’ Eyes Only”, or pursuant to
 17 prior Order after notice, any document, transcript or pleading given “Confidential—Attorneys
 18 Eyes Only” treatment under this Order, and any information contained in, or derived from any
 19 such materials (including but not limited to, all deposition testimony that refers to, reflects or
 20 otherwise discusses any information designated “Confidential—Attorneys Eyes Only”
 21 hereunder) may not be disclosed other than in accordance with this Order and may not be
 22 disclosed to any person other than: (a) a party’s retained outside counsel of record in this action,
 23 as well as employees of said outside counsel to whom it is reasonably necessary to disclose the
 24 information for this litigation and who have signed the “Declaration of Compliance” that is
 25 attached hereto as Exhibit A; (b) experts specifically retained as consultants or expert witnesses
 26 in connection with this litigation who have signed the “Declaration of Compliance” (Exhibit A);
 27 (c) the Court and its personnel; (d) court reporters, their staffs, and professional vendors to whom

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1 disclosure is reasonably necessary for this litigation and who have signed the "Declaration of
 2 Compliance" (Exhibit A); and (e) the author of the document or the original source of the
 3 information.

4 8. Documents produced pursuant to this Order shall not be made available to any
 5 person designated in Subparagraph 6(f) or 7(b) unless he or she shall have first read this Order,
 6 agreed to be bound by its terms, and signed the attached Declaration of Compliance.

7 9. All persons receiving any or all documents produced pursuant to this Order shall
 8 be advised of their confidential nature. All persons to whom confidential information and/or
 9 documents are disclosed are hereby enjoined from disclosing same to any person except as
 10 provided herein, and are further enjoined from using same except in the preparation for and trial
 11 of the above-captioned action between the named parties thereto. No person receiving or
 12 reviewing such confidential documents, information or transcript shall disseminate or disclose
 13 them to any person other than those described above in Paragraph 6 and Paragraph 7 and for the
 14 purposes specified, and in no event shall such person make any other use of such document or
 15 transcript.

16 10. Nothing in this Order shall prevent a party from using at trial any information or
 17 materials designated "Confidential" or "Confidential—Attorneys' Eyes Only".

18 11. This Order has been agreed to by the parties to facilitate discovery and the
 19 production of relevant evidence in this action. Neither the entry of this Order, nor the
 20 designation of any information, document, or the like as "Confidential," or "Confidential—
 21 Attorneys' Eyes Only" nor the failure to make such designation, shall constitute evidence with
 22 respect to any issue in this action.

23 12. Within sixty (60) days after the final termination of this litigation, all documents,
 24 transcripts, or other materials afforded confidential treatment pursuant to this Order, including
 25 any extracts, summaries or compilations taken therefrom, but excluding any materials which in
 26 the good faith judgment of counsel are work product materials, shall be returned to the Producing
 27 Party.

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1 13. In the event that any party to this litigation disagrees at any point in these
2 proceedings with any designation made under this Protective Order, the parties shall first try to
3 resolve such dispute in good faith on an informal basis in accordance with LR 26-7. If the
4 dispute cannot be resolved, the party objecting to the designation may seek appropriate relief
5 from this Court. During the pendency of any challenge to the designation of a document or
6 information, the designated document or information shall continue to be treated as
7 “Confidential” or “Confidential—Attorneys’ Eyes Only” subject to the provisions of this
8 Protective Order.

9 14. Nothing herein shall affect or restrict the rights of any party with respect to its
10 own documents or to the information obtained or developed independently of documents,
11 transcripts and materials afforded confidential treatment pursuant to this Order.

12 15. The Court retains the right to allow disclosure of any subject covered by this
13 stipulation or to modify this stipulation at any time in the interest of justice.

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24 **IT IS SO ORDERED** this 14th day
25 of September, 2016.

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27 Peggy A. Leen

28 United States Magistrate Judge

1 Dated: September 7, 2016

Respectfully submitted,

2 /s/ Jennifer L. Braster

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8 *Attorneys for Defendant*
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10 Dated: September 7, 2016

11 Respectfully submitted,

12 /s/ David Krieger

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18 *Attorneys for Plaintiff*
19 *Carol Mainor*

20 Dated: September 7, 2016

21 Respectfully submitted,

22 /s/ Inku Nam

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